

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON  
AT SEATTLE

PACIFIC SURVEY GROUP, LLC a  
Washington Limited Liability  
Company,

Plaintiff,

v.

TYCHE HIGH SEAS CAPITAL CORP., a  
Florida Corporation; *in personam* CERTAIN  
DATA COLLECTED DURING CHARTER  
PARTY; *in rem*.

Defendant.

IN ADMIRALTY

NO.

COMPLAINT

Pacific Survey Group, LLC (“Pacific Survey”) brings the following claim against Tyche High Seas Capital Corp. seeking payment for monies due under the charter party and attorneys’ fees. Pacific Survey also requests the Court find that it has a maritime lien on the data collected during the charter party and order its sale at a marshal’s sale in accordance with Supplemental Admiralty Rule C.

**I. JURISDICTION**

1 This Court has subject matter jurisdiction over this matter in admiralty under 28 U.S.C. §133 and Rule C of the Supplemental Rules for Certain Admiralty and Maritime Claims of the Federal Rules of Civil Procedure because it involves a dispute over a time

COMPLAINT - 1

ATTORNEYS AT LAW  
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1 charter of vessel, which is a maritime contract, and subsequent *in rem* process of the cargo of  
2 that vessel.

3 3. This Court has personal jurisdiction over the plaintiff because it agreed to  
4 jurisdiction in this Court in the charter party dated November 13, 2019 (“Charter Party”).

## 5 II. PARTIES

6 4. Pacific Survey Group, LLC is a limited liability company formed under the  
7 laws of the state of Washington with its principal place of business in Seattle, Washington.  
8 All of its members are also citizens of the state of Washington.

9 5. Tyche High Seas Capital Corp. (“Tyche”) is a Florida corporation with its  
10 principal place of business in Homestead, Florida.

## 11 III. VENUE

12 6. Venue is proper in this Court by virtue of the fact that Tyche agreed to this  
13 venue pursuant to the Charter Party.

## 14 IV. FACTS

15 8. On or about November 13, 2019, Pacific Survey, as Owner, and Tyche, as  
16 Charterer, entered into the Charter Party, where Pacific Survey would provide the OCEAN  
17 TITAN to Tyche.

18 9. Pacific Survey provided the OCEAN TITAN to Tyche as required in the  
19 Charter Party.

20 10. The OCEAN TITAN was on charter to Tyche between November 29, 2019  
21 and December 20, 2019. Under the terms of the Charter Party, Tyche owed \$741,400 in  
22 Charter hire.

23 11. Under the terms of the Charter Party, Tyche owed \$33,700 in demobilization  
24 costs.

25 12. Under the terms of the Charter Party, Tyche owed \$466.57 for a Daco  
26 Magnum 2000 with lid.

COMPLAINT - 2

1           13.     Under the terms of the Charter Party, Tyche owed \$9,949.87 for reimbursable  
2 expenses.

3           14.     Pacific Survey has satisfied all of its obligations under the Charter Party.

4           15.     Tyche paid \$250,000 at the commencement of the Charter Party. This amount  
5 was applied to the balance.

6           16.     On January 31, 2020, Pacific Survey invoiced Tyche for the amount due and  
7 owing under the Charter Party, \$535,516.44.

8           17.     Under the terms of the Charter Party, payment was due within 30 days or by  
9 March 1, 2020.

10          18.     Payment was not made on March 1, 2020.

11          19.     A partial payment of \$75,000 was made on July 1, 2020.

12          20.     No further payments have been made.

13          21.     Under the terms of the Charter Party, interest on unpaid amounts accrued at  
14 12% per annum. For the period of time between March 1, 2020 and July 1, 2020, interest  
15 accrued at the rate of \$176.06 a day. For the period of time from July 1, 2020 forward,  
16 interest accrued, and continues to accrue, at \$158.46. The total amount due as of December 1,  
17 2021 is \$564,080.38.

18                   **V.       FIRST CAUSE OF ACTION**

19                           **CLAIM FOR MONEY DUE**

20          22.     As outlined above, Tyche owes \$564,080.38 to date.

21          24.     Tyche owes interest at a rate of 12% per annum on all amounts past due. This  
22 is currently \$158.46 per day.

23                   **VI.       SECOND CAUSE OF ACTION**

24                           **ATTORNEYS FEES**

25          25.     The Charter Party provides at Part II, Section 37(d):  
26

1 This Charter Party shall be construed under and governed by the general maritime  
2 law of the United States, or by the laws of the State of Washington in the event  
3 there is no applicable general maritime rule of law. Any dispute arising out of  
4 and/or relating to this Charter Party agreement and/or performance hereunder  
shall be resolved through litigation in the federal or state court located in Seattle,  
Washington, with the parties consenting to the court's personal jurisdiction and  
the substantially prevailing party to recover its reasonable legal fees and costs.

5 26.. By refusing to pay the amounts due and by commencing this cause of action,  
6 Tyche is requiring Pacific Survey to incur attorneys' fees to collect what is owing.

7 27. Under the terms of the Charter Party, Tyche is responsible to pay Pacific  
8 Survey's attorneys' fees.

9 **VII. THIRD CAUSE OF ACTION**

10 **MARITIME LIENS**

11 28 The Charter Party provides in the relevant part that:

12 The Owners shall have a lien upon all cargoes, fuel and equipment owned by the  
13 Charterers for all claims against the Charterers under this Charter Party and the  
14 Charterers shall have a lien on the Vessel for all monies paid in advance and not  
15 earned. The Charterers will not suffer, nor permit to be continued, any lien or  
encumbrance incurred by them or their agents, which might have priority over  
the title and interest of the Owners in the Vessel.

16 29. The purpose of the Charter Party was to collect data and transport it back to  
17 shore. The data became the cargo of the vessel ("Cargo"). Under the terms of the Charter  
18 Party, Pacific Survey has a lien on the Cargo.

19 30. A maritime lien in favor of Pacific Survey now exists against the Cargo, as  
20 Tyche failed to pay charter hire in the amount and at the time due.

21 31 The Cargo remains in the possession, custody and/or control of Pacific  
22 Survey.

23 32 Pursuant to the Charter Party, unpaid hire in the amount of \$535,516.44 has  
24 been earned on the Cargo, all of which is now due and owing. Despite demands, Tyche has  
25 failed to satisfy its obligations under the Charter Party and Tyche is indebted to Pacific Survey  
26 in the amount of \$535,516.44.

33. Pacific Survey requests an order allowing it to sell the Cargo at a Marshall's sale to satisfy the indebtedness of Tyche.

WHEREFORE, Pacific Survey prays for relief as follows:

1. That issuance and delivery of process *in rem* against the defendant Cargo be held in abeyance, pursuant to Rule E(3)(c) of the Supplemental Rules for Admiralty and Maritime Claims, until such time as Pacific Survey requests the Court issue process through motion;

2. That all persons, firms, corporations or other entities claiming any interest in defendant Cargo be required to appear and answer on all matters alleged herein, or be barred forever of any right of equity or redemption or claim in and to the Cargo;

3. That Plaintiff be adjudged the holder of a maritime lien on the Cargo, for payment of sums due, and that this Court declare the lien to be superior to all other liens which may exist against the Cargo;

4. Judgment against defendant Cargo, *in rem*, for all amounts due under the lien as may be found due and owing after trial, together with prejudgment interest and costs;

5. Judgment against defendant, Tyche, *in personam*, for all amounts due under the Charter Party, including attorneys' fees;

6. That the maritime lien be foreclosed and the Cargo sold by the U.S. Marshal in accordance with law, and the proceeds therefrom be held in the Registry of the Court to be applied first to the lien of Plaintiff; and

7. For such other and further relief this Court appears just and equitable under the circumstances.

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COMPLAINT - 5

1 Dated this 28 day of December, 2021.

2 BAUER MOYNIHAN & JOHNSON LLP

3  
4 /s/ Donald K. McLean

5 Donald K. McLean, WSBA No. 24158

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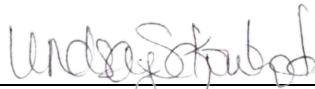
14 VERIFICATION PURSUANT TO LAR 105

15 I, Lindsay Sckorohod being first duly sworn upon oath, depose and say:

16 1. I am the Manager of Plaintiff in the above-entitled matter.

17 2. I have read the Complaint and believe the facts alleged to be true and accurate  
18 to the best of my knowledge, information and belief.

19 I declare under penalty of perjury under that the foregoing is true and correct. Executed on  
20 this 28 day of December, 2021 in Seattle, Washington.

21   
22 **Lindsay Sckorohod**